## SHIMOGA DISTRICT.

*Notification No. C. 303—27-28, dated 30th April 1931.*

The following draft Bye-laws framed by the Shimoga District Board are herewith published for general information. Any person wishing to offer objections or suggestions regarding the same may apply in writing stating his objections to the President, District Board, Shimoga within one month from the date of publication of the same in the Gazette. Belated applications will not be taken into consideration.

BYE-LAWS FRAMED BY THE SHIMOGA DISTRICT BOARD, FOR THE CONTROL OF PUBLIC MARKETS IN THE SHIMOGA DISTRICT UNDER SECTION 38 (a) OF THE MYSORE LOCAL BOARDS REGULATION.

1. No public place in the District shall be used as a market for sale of articles of food clothing and other necessaries of life as well as live-stock without the permission of the President, District Board.

2. Public markets shall not be open for use by the public before 6 A.M. or after 8 P.M.

3. Every shop-keeper or stall-holder shall close his shop or stall daily and every vender shall remove his goods at or before the time of closing so as to allow of the market being properly cleaned.

4. No projection of any kind from shops, stalls or sittings shall be allowed.

5. All scales, weights and measures shall be accurate and kept clean and in proper order.

6. Lost articles found by any person within the limits of the market shall be handed over to the officer incharge of the nearest Police Station

7. No person shall satisfy a calls of nature or commit any other nuisance within the premises of the market.

8. The District Board shall be competent to levy fees according to the rates specified in the appendix hereto annexed and to vary the rates from time to time.

9. The collection of fees levied in accordance with the foregoing rule may be collected departmentally by the officers of the Board or framed out in accordance with the conditions that may be determined by the District Board from time to time.

10. Every shop-keeper or stall-holder who fails to pay the prescribed rent or fee in full shall be liable to be evicted from the market premises.

11. All shops and stalls and the animals brought for sale shall be open for inspection by officers of the Police, Revenue and Sanitary Departments and the Officers of the District Board and the respective Village Panchayet having control over the area wherein the market is held and by such others as may be authorised in this behalf by the President of the District Board.

12. No goods shall be kept for sale except in the places that may be assigned therefor.

13. No person suffering from any infectious or loathsome disease shall be permitted to vend in the market.

14. No one shall sell or expose for sale in the market, meat, fish, vegetables, fruits and other articles of food which has been rejected as being unfit for human consumption by the authority competent in this behalf under the Village Sanitation Rules.

15. No animal suffering from any contagious disease shall be brought into the market or offered for sale.

16. Any one infringing the bye-laws shall be liable to the penalties laid down in section 38 (1) (a) of the Mysore Local Boards and Village Panchayet Regulation.

### APPENDIX.

| | | Rs. | a. | p. |
|---|---|---|---|---|
| 1 | Laden cart ... ... ... ... | 0 | 1 | 0 |
| 2 | Un-laden ... ... ... ... | 0 | 0 | 6 |
| 3 | Gudara shop ... ... ... ... | 0 | 1 | 0 |
| 4 | Petty shop ... ... ... ... | 0 | 0 | 6 |
| 5 | Cow, Ox, Buffaloe, Horse or Pig ... ... ... | 0 | 0 | 6 |
| 6 | Goat or Sheep ... ... ... ... | 0 | 0 | 3 |
| 7 | Head-load ... ... ... ... | 0 | 0 | 3 |

*Note.*—The term "Market" wherever it occurs in these Bye-laws include "Santhe."

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*Notification No. C. 346—27-28, dated 30th April 1931.*

The following draft Bye-laws framed by the Shimoga District Board are herewith published for general information. Any person wishing to offer objections or suggestions regarding the same may apply in writing stating his objections to the President, District Board Shimoga, within one month from the date of publication of the same in the Gazette. Belated applications will not be taken into consideration.

Draft Bye-laws relating to the management and working of the Ferries in the Shimoga District :—

1. The Ferries plying in the Shimoga District and the Ferry or Ferries that may hereafter be established by the District Board at any other place or places sall be under the management of the District Board.

2. The right to collect tolls payable at each Ferry will be sold by public auction by the President of the District Board (hereinafter called merely the President) or other Officer deputed by him. Previous to the sale, a Notification shall be published specifying the place at which the sale will be held, the period for which the Ferry will be framed and the amount to be deposited by each bidder as earnest money.

3. The Ferry will be knocked down to the highest bidder who will be called the contractor of the Ferry. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

4. A list showing the number of boats to be maintained, the number of servants to be employed by the contractor and the number of persons and the amount of goods to be conveyed in each boat, prescribed by the President, in accordance with clauses, (4) and (6) of Bye-law (6) *infra* shall be made available for the information of the bidders at the time of the sale and a copy thereof shall be furnished to the contractor immediately after the confirmation of the sale.

5. The contractor shall, within 15 days of the receipt of information of the confirmation of the sale in his favour execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures, and liabilities referred to therein and when he does not hold property in Mysore shall furnish at least two sureties who own sufficient properties in Mysore for the due performance of the contract.

6. The agreement to be executed by the contractor shall contain the following conditions and be in the form annexed :—

(1) He shall undertake to pay the contract amount into the Government Treasury at respective Taluks in 12 equal instalments each on the First of every month.

(2) He shall work the Ferry at the appointed place only and nowhere else.

(3) The Ferry shall be incharge of the tindal whose appointment is duly approved by the President. The types of boats if provided by him shall be those prescribed by the President. He shall, at his own expense keep in good and thorough repair the Ferry boat or boats and all furniture in connection therewith and shall on the expiry or termination of the Farm, make it or them over to such officer as the President may appoint in this behalf provided it or they are supplied to him by the President He shall, at his expense, execute all repairs to the boat and to the furniture, approved by the President, and shall not execute any such repairs without first obtaining such approval, except in cases of emergency when necessary repairs will be carried out first and then reported to the President through the Amildar of each taluk for approval. He shall pay such sums as cost of any repairs executed by the District Board, Shimoga, or as compensation for any damage done to the boats or to the furniture supplied by the President, as the President may determine; and he shall at all reasonable times permit officers, deputed either generally or specially for the purpose by the President, to examine the Ferry boat and equipments. He shall not ply any boat without a certificate of soundness from the Public Works Department renewable every year at his own expense.

(4) The tindal necessary khalasis will be appointed by him subject to the approval of the President and they shall also be liable to removal and to be replaced by others at any time on a requisition from the President. The boats and necessary number of khalasis as shown in Bye-law 4 will be maintained by him. He shall employ any other additional men required for loading and unloading passengers luggage, goods and like. He shall personally or through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of the river with care. He shall submit to the President, or to such other officer as the President may direct, for his approval, the name, age and address of the person to be so employed, and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the President or such other officer as the President may direct. The men to be appointed by him for working the Ferries shall strong, active and trained for the work to which they are to be appointed. He shall see that they do not take any drug or other intoxicant while on duty but are sober. He shall not ply any boat with less than the number of boatmen to be carried on such boat under provisions of bye-law 4.

(5) He shall work the Ferry day and night on every day that the Ferry is to be worked, no at such other times as shall be determined by the President during the period of the lease and shall post one bright lamp on each side of the river and on the Ferry itself. He shall keep the Ferry at a convenient place to admit the passengers and their luggage,

animals, carts, carriage and goods getting in or being brought into the Ferry with safety. He shall also keep a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. He shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper planks or ladder. The ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any other boat. A board showing in Kannada how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

(6) He shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President. He shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. He shall not use any Ferry boat licensed to carry ten or more passengers, without a load-line clearly painted on it. He shall not ply any such Ferry boat with the load-line under water.

(7) He shall levy fees at the rates prescribed on this behalf. All tolls levied shall be recovered in cash. He, or any other servant employed by him, shall collect the tolls from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of tolls shall be subject to the exemptions that are in force or that have been or may hereafter be notified.

(8) He shall at his own expense keep posted up in a conspicuous place on each side of the Ferry a table, both in English and Kannada showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. He shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by him posted on it.

(9) On the expiry of the rainy season, that is on November 1st he shall cover the Ferry boat supplied to him by the District Board with a thatch roof at his own cost to protect it against all demages and he shall make good all loss whatever arising from his failure to do what he is bound to do under the above terms.

Provided that this clause applies to Ferries working during the monsoon only.

(10) He shall bear all expenses in respect of the employment of one or two police constables if, in consequence of any quarrel between him and any of the passengers or owing to his other misconduct, the President thinks it necessary to employ any such constable or constables.

(11) He shall not sublet the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.

(12) He shall have at his own expense prepared and kept available at the Ferry a copy of the agreement executed by him and shall produce it on demand for inspection by any executive officer of the District Board, Shimoga, or revenue officer not below the rank of a Shekdar.

(13) He shall keep correctly written a day book relating to the management of the contract and enter in that day book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year he shall forward to the President, the whole year's account when made up. He shall show the day book to any one who may be deputed by the President to inspect it.

(14) If during the continuance of the agreement any of his sureties shall die or shall absent or for any other reason be disqualified to stand as surety, or will apply for discharge from liability as such surety, he shall, within one month from the date of requisition from the President so to do, give another surety to the satisfaction of the President.

(15) He shall himself or through his servant carry on this Farm subject to any Rules that have been made or may hereafter be made by the District Board provided that if any such Rules or order necessitates a modification of the position of the Ferry or of the schedules showing the rates of fees to be levied or the conditions of levy and exemptions from payment of fees and will diminish the value of the Farm the President shall give him the option either of surrendering the Farm for the unexpired portion of the period, on full discharge of all payments due by him up to date, or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any toll station the Ferry and issue orders to that effect, they reserve to themselves the right to take a part of the amount of contract proportionate to the expired portion of the term of the contract and to cancel the contract for the remaining period.

(16) Subject to the provisions of the last preceding clause he shall bear all loss arising from any cause whatever and shall punctually make all payments due by him to the District Board, Shimoga, under the agreement from time to time, as soon as they become due without any pretex or excuse or claim for compensation whatever. If he fails to pay any amount on the due date, he shall pay interest on every such amount at 12 percent per annum from that

date. In the event of any default in payment of any sum due under the above conditions within ten days of receipt of a notice demanding payment of the same, the President may recover the same together with the amount notice fee at the usual rate and with such penalty not exceeding one quarter of the sum due, as the President may impose, out of the sum he has deposited with the President for the due fulfilment of the above conditions, or from his sureties or from either of them in the manner laid down in the Mysore District Boards Regulation 1926.

(17) The President shall have power to impose on him a penalty not exceeding Rs. 500 for any infringement by him or by any of his servants (or by the sub-lessee, if the contract is sublet in accordance with clause 11) of any of the above mentioned conditions or of any of the provisions of the law or the time being in force for the levy of tolls on ferries and to recover the amount of the penalty so imposed by any or all the methods mentioned in the last preceding clause.

(18) If the farm is withdrawn by reason of any infringement by him or by his servants or his sub-lessee if any, of the above mentioned conditions or any of the provisions of the law for the time being in force relating to the levy of tolls on ferries, he and his sureties shall be liable to make good the loss which the District Board, Shimoga, may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the unexpired portion of the Farm.

(19) The re-sale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal proceedings against him under any law for the time being in force.

DRAFT FORM OF AGREEMENT.

In consideration of the President, District Board, Shimoga, (hereinafter called merely the President) granting me, on my promising to pay to the District Board aforesaid Rs..... .....the exclusive right to collect tolls from 1st July 19.....to 30th June..... at the Ferry on the river at .. ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... subject to the payment of the above sum..... residents of..... .....taluks District .. ..... .....undertake to abide by each and all of the below mentioned conditions and I have deposited with the President, the sum of Rs..... ...in cash or in the shape of securities and given sureties each in the sum of Rs.....by way of additional security for the fulfilment of this agreement.

CONDITIONS.

1. I undertake to pay into the Government treasury at..... ..... in 12 equal instalments of Rs.. .....each on the 1st of every month commencing from.....

2. I shall work the Ferry at the appointed place only and nowhere else.

3. The Ferry shall be in charge of the tindal appointed by the types of boats if provided by me shall be those prescribed by the President. I shall at my own expense keep in good and thorough repair the Ferry boat or boats and all furniture in connection with it and shall on the expiry of termination of the Farm make it or them over to such office as the President may appoint in this behalf provided it or they are supplied to me by the President. I shall, at my expense, execute all repairs to the boat and to the furniture approved by the President and shall not execute any such repairs without first obtaining such approval excepting in cases of emergency when necessary repairs will be carried out first and then submitted to the President through the Amildar.. .....for approval. I shall pay such sums as cost of any repairs executed by the District Board, Shimoga, or as compensation for any damage done to the boats or the furniture supplied by the President as he may determine; and I shall at all reasonable time permit officers deputed either generally or specially for the purpose by the President, District Board, Shimoga to examine the Ferry boat and equipments. I shall not ply any boat without a certificate of soundness from the Public Works Department renewable every year at my own expense.

4. The tindal and necessary khalasis will be appointed by me subject to the approval of the President and they shall also be liable to remove and to be replaced by others at any time on a requisition from him. The boats and necessary number of khalasis shown in clause 20 will be maintained by me. I shall employ any other additional men required for loading and unloading passengers luggage, goods and the like. I shall personally or through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of river with care. I shall submit to the President or to such other officer as the President may direct for his approval the name, age, and the address of the person to be so employed and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the President or such other officer as the President may direct. The men to be appointed by me for working the

Ferries shall be strong, active and trained for the work to which they are to be appointed. I shall see that they do not take any drug or other intoxicant while on duty but sober. I shall not ply any boat with less than the number of boatmen to be carried on such boat under the provisions of clause 20.

5. I shall work the Ferry day and night on every day that the Ferry can be worked or at such other times as shall be determined by the President during the period of this lease and shall post one bright lamp on each side of the river and on the Ferry itself. I shall keep the Ferry at a convenient place to admit the passengers and their luggage, animals, carts, carriages and goods getting in or being brought into the Ferry with safety. I shall also keep ready a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. I shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper planks or ladder. The Ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any another boat. A board showing in vernacular how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

6. I shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President in clause 20. I shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. I shall not use any ferry boat licensed to carry 10 or more passengers without a load-line clearly painted on it. I shall not ply any such Ferry boat with the load-line under water.

7. I shall levy at the rates prescribed on this behalf as noted in the schedule attached. All fees levied shall be recovered in cash. I or any other servant employed by me shall collected the fees from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of fees shall be subject to the exemptions that are in force or that have been or may hereafter be notified.

8. I shall at my own expense keep posted up in a conspicuous place on each side of the Ferry a table both in English and vernacular of the District showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. I shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by me pasted on it.

9. On the expiry of the rainy season that is on November 1st June shall cover the Ferry boat supplied to me by the District Board with a thatch roof at my own cost to protect it against all dangers and I shall make good all loss what every arising from my failure to do what I am bound to do under the terms of this agreement.

Provided that this clause applies to Ferries working during the monsoon only.

10. I shall bear all expenses in respect of the employment of one or two police constables if in consequence of any quarrel between me and any of the passengers or owing to my other misconduct the President thinks it necessary to employ any such constable or constables.

11. I shall not submit the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.

12. I shall have at my own expense prepared and kept available at the Ferry a copy of this agreement and shall produce it on demand for inspection by any executive officer of the District Board, Shimoga or revenue officer not below the rank of a shekdar.

13. I shall keep correctly written a day book relating to the management of the contract and enter in that day book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year I shall forward to the President, the whole year's accounts when made up. I shall show the day book to any one who may be deputed by the President to inspect it.

14. If during the continuance of this agreement any of my sureties shall die or shall abscond or for any other reason be disqualified to stand as surety or will apply for discharge from liability as such sureties I shall within one month of the requisition from President so to do give another surety to the satisfaction of the President

15. I shall myself or through my servant carry on this Farm subject to any rules, bye-laws or orders that have been or may hereafter be made by the rule, bye-law, Government order or the District Board provided that if any such rule or order necessitates a modification of the position of the Ferry or of the schedules showing the rates to be levied or the conditions of levy and exemptions of fees and will diminish the value of the Farm the President shall give me the option either of surrendering the Farm for the unexpired portion of the period hereby granted on full discharge of all payments due by me up-to-date or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any toll station on the ferry and issue order to that effect, they reserve to themselves the right to [redacted] part of the amount of the contract proportions to the expired portion of the term of [redacted] for the remaining period.

16. Subject to the provisions of the last preceding clause I shall bear all loss arising from any cause whatever and shall punctually make all payments due by me to the District Board, Shimoga, under this agreement from time to time as soon as they become due without any pretex or excuse or claim for compensation whatever. If I fail to pay any amount on the due date I shall pay interest on any such amount at 12 per cent per annum from that date In the event of any default in payment of any sum due under this agreement within 10 days of receipt of a notice demanding payment of the same the President may recover the same together with the amount of notice fee at the usual rate and with such penalty not exceeding $1\frac{1}{4}$ of the sum due as the President may impose, out of the sum I have deposited with him for the due fulfilment of the conditions of this agreement or from my sureties or from either of them in the manner laid down in the Mysore Local Boards and Village Panchayet Regulation of 1918.

17. The President shall have power to impose me not exceeding Rs. 500 for any infringement by me or by any of my servants (or by the sub-lessee of the contract is sublet in accordance with clause 11) of any of the conditions of the agreement or of any of the provisions of the law for the time being in force for the levy of fees on Ferries and to recover the amount of the fees so imposed by any or all of the methods mentioned in the last preceding clause.

18. On failure of myself or my sureties to pay the fees or penalty as mentioned above the President shall have power at any time to withdraw the Farm from me and to recover forthwith, in manner mentioned in clause 16 all sums due from me up to date.

19. The impositions of a fine or the re-sale of the contract shall be no bar to the prosecution of myself or my employees for any offence or to the institution of other legal proceeding against myself or my employees under any law for the time being in force. If the farm is withdrawn by reason of any infringement by me or by my servants or my sub-lessee of any of the condition of this agreement or any of the provisions of the law for the time being in force relating to the levy of fees at Ferries. I and my sureties shall be liable to make good the loss which the District Board, Shimoga may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the unexpired portion of the Farm.

20. The following list shows the number of boats to be maintained the number of servants to be employed by me, and the number of persons and the amount of goods to be conveyed in each boat in accordance with clauses 4 and 6 above:—

| Clause 4 | | Clause 6 No. to be conveyed | | Amount of goods |
|---|---|---|---|---|
| Details of boats to be maintained by the Farmer | No. of boatmen for each boat | Persons | Animals | Carts. (weights in India Mds.) |
| (a) Supplied by the District Board. (b) To be provided by the contractor himself. | Not less than | Not more than | Not less than | Not more than |

*Note*:—The details of each boat should be shown separately.

Dated..... .....

Contractor.

Before me

President.

## SCHEDULE A.

The lessee shall be entitled to collect fees at the rates specified below :—

| | *Descriptions.* | *Rate* Rs. a. p. |
|---|---|---|
| 1. | Four wheeled carriages each ... .. .. | 0 8 0 |
| 2. | Two wheeled carriages on springs each .. ... ... | 0 6 0 |
| 3. | Laden carts with or without springs each ... .. | 0 6 0 |
| 4. | Unladen carts do do ... ... .. | 0 4 0 |
| 5. | Laden Tattoos, horned cattle and mules each ... ... | 0 2 0 |
| 6. | Horses laden or unladen each ... ... ... | 0 2 0 |
| 7. | Unladen tattoos, horned cattle and mules each ... ... | 0 1 0 |
| 8. | Asses laden or unladen each ... ... .. | 0 1 0 |
| 9. | Camels laden or unladen each ... ... ... | 0 3 0 |
| 10. | Sheep and goats each ... ... ... .. | 0 0 3 |
| 11. | Palanquins with hamals each... ... ... .. | 0 8 0 |
| 12. | Tanjon or native pal with hamals each ... ... ... | 0 4 0 |
| 13. | Passengers other than little children each .. ... | 0 0 6 |

*Exemptions.*

No fees shall be demanded in the case enumerated below:—

(*a*) Government mails, stores, remittance and all persons, animals, vehicles employed in carrying the same.

(*b*) All Government officials including troops travelling on duty and also in the case of Police Officers, prisoners and property in their custody.

(*c*) All parties employed by Government servants to carry official reports when so carrying such reports.

(*d*) Children under twelve years of age.

(*e*) The President, District Board is at any time and for any length of time at liberty to attach the boats for the conveyance of troops, camp equippage and followed and the contractors and their servants will be bound to give all reasonable assistance to ensure their speedy and safe carriage.

H. SIDDAIYA.
*President.*

## JAGALUR MUNICIPALITY.

*Notification dated 10th May 1931.*

The right to collect fees on laden and unladen carts coming to or returning from the market place on Sbendy days in the Jagalur Municipality from 1st July 1931 to 30th June 1932 will be sold by public auction on the date specified in Schedules A and B.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to one-sixth of the contract amount for the previous year as shown in Schedule A as earnest money. The deposits of all the bidders except for first two or three whose bids are to be recommended for acceptance will be returned at the close of the sale. The deposit of the successful bidder who will be called the contractor, will be returned only on the fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute until confirmed by the authority noted in Schedule A. The President himself reserves the final power of refusing or accepting without assigning any reason whatever the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt of intimation of confirmation of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and shall furnish, if he does not hold in Mysore at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-leased without the previous sanction of the Municipal Council.

6. The contract amount shall be paid in twelve equal monthly instalments in advance on the first day of every month into the Municipal Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of fees in accordance with the standing rules and orders approved by the Government. He shall also pay along with the instalments the authorised Educational Cess, at the prescribed rates if any.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.

9. The contractor shall collect fees only at the rate noted in Schedule B, on the laden carts that would come to the weekly market place from outside the limits of the Municipality or return therefrom.

10. The contractor is required to furnish cartmen with a "paid ticket" bearing the date on which the fees is levied and also bound to keep an account showing the collections. These accounts shall be open to the inspection of the Municipal President Vice-President, or any members of the Municipal Board. He shall, if required, by the Municipal President furnish at the end of every month a true return for the month, showing the collections in prescribed form.

11. The contractor shall not be entitled to any remission of the contract amount or to any compensation on account of seasonal conditions or any other cause whatever.

12. The contractor shall conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated the 4th November 1876, and the rules framed by the Municipal Council under the Municipal Regulation. He shall recognise all exemp-